VOL 513 PAGE 349

## The State of South Carolina

COUNTY OF GREENVILLE

OPEENVILLE CO. S. C.

DEC 6 9 37 AM 1954

**HLLIE FARNSWORTH** R. M.C. KNOW ALL MEN BY THESE PRESENTS: I, Charles J. Spillane Charles R. Brooks and Matilda M. Brooks \_\_\_\_\_ g certain lot or tract of land in the County of Greenville, State-of-South Carolina, on the Northeast side of Heatherly Drive, known and designated as a portion of Lots Nos. 57 and 58 as shown on plat of property of Pride & Patton Land Co., recorded in plat Book "E", at page 249 and described as follows: BEGINNING at an iron pin on Heatherly Drive at the joint front corner of Lots Nos. 58 and 59, which pin is 100 feet from the intersection of Heatherly Drive and Valley Street and running thence with line of Lot No. 59, N. 36-15 East 100 feet to an iron pin; thence S. 53-45 East 58 feet to an iron pin; thence S. 36-15 West 100 feet to an iron pin on Heatherly Drive; thence with Heatherly Drive, N. 53-45 West 58 feet to the beginning corner. Said lot being a portion of the property conveyed to the Grantor by Rosa Paschal by deed recorded in Deed Book 397, at page 262, RMC Office for Greenville County. and execute and deliver a good and sufficient warranty deed therefor on condition that  $\frac{\text{they}}{\text{FOUR AND NO}/100}$  (\$4,474.00) pay the sum of FOUR THOUSAND FOUR HUNDRED SEVENTY- Dollars in the following manner \$13.00 down, the receipt of which is hereby acknowledged and the balance of \$4461.00 to be repaid \$13.00 per week until paid in full until the full purchase price is paid, with interest on same from date at 6% per cent, per annum until paid to be computed and paid annually, and if unpaid to bear interest until paid at same rate as principal, and in case said sum or any part thereof be collected by an attorney. or through legal proceedings of any kind, then in addition the sum of 10% dollars for attorney's fees, as is shown by my note of even date herewith. The purchaser agrees to pay all taxes while this contract is in force. It is agreed that time is of the essence of this contract, and if the said payments are not made when due Seller shall be discharged in law and equity from all liability to make said deed, and may treat said Charles R. & Matilda M. Brooks as tenant holding over after termination. or contrary to the terms of their lease and shall be entitled to claim and recover, or retain if already paid the sum of monies paid in Malters per year for rent, or by way of liquidated damages, or may enforce payment of said note. In witness whereof, I have hereunto set hand and seal this 4th day of December .....A. D., 19.<sup>54</sup>.... In the presence of: Der & Brown Charles J. Spilland (Seal)

Seruline Helch (Seal)

(Continued on Next Page)

for value received. The within bond for title is hereby surrendered, cancelled and patisfied and we agree that the same be satisfied and that the premises he surrendered to charles J. Spillane. Dated that the premises he surrendered